

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Yeager/Garry L. & Christine A.

Debtor(s)
_____ /

Chapter 13
07-30483-DOF
Judge Opperman

**MOTION FOR RELIEF FROM AUTOMATIC STAY & TO WAIVE THE
PROVISIONS OF F.R.B.P.4001(a)(3) AS TO GMAC MORTGAGE
CORPORATION N/K/A/ GMAC MORTGAGE LLC.**

Now comes GMAC Mortgage Corporation N/K/A GMAC Mortgage LLC

Movant, through its authorized attorney, and respectfully represents to the Court as follows:

1. That Movant is the holder of a mortgage on the property known as 5384 Ameno Lane, Swartz Creek, MI 48473;
2. That the Debtor filed the instant case on February 13, 2007;
3. That pursuant to 11 U.S.C. Section 362(d)(1), upon the request of a party in interest, the court shall grant relief from stay for cause, including lack of adequate protection of such party in interest. Cause may also include failure of the Debtor to comply with obligations under 11 U.S.C. Section 521(a)(2);
4. That the Debtor has failed to maintain payments pursuant to the terms of the confirmed Chapter 13 Plan; that Debtor has failed to make payment to the Chapter 13 Trustee since April 9, 2010; that Debtor is due for the December 1, 2009 installment, and subsequent post petition mortgage installments; that Debtor is substantially delinquent in pre-petition claim payments;

5. That as a result of the default in payments a material default has occurred, which is prejudicial to Movant's rights;

6. That the total indebtedness to Movant, including accrued interest, escrow and attorneys fees is approximately \$114,770.61;

7. That the fair market value of the property is estimated to be \$107,700.00, as indicated by the Debtor's Schedule D; that upon review of this matter, to the best of the Movant's knowledge and belief, there are no other lien holders with respect to the subject property;

8. That said property is of no value to the bankruptcy estate; that Debtor has no equity in the subject property and that Movant lacks adequate protection;

9. Pursuant to the Default indicated in Paragraph 3, Movant is entitled to the relief sought pursuant to Sections 361 and 362 11U.S.C. – Bankruptcy;

Wherefore, Movant requests that it be granted immediate relief from the Automatic Stay as regards the aforementioned property; that Movant be permitted to enforce its contractual rights pursuant to state law; that F.R.B.P. 4001 (a)(3), which provides that the Automatic Stay shall remain in effect for a period of ten days from date of an Order Granting a Motion for Relief from Stay, be waived.

SCHNEIDERMAN & SHERMAN, P.C.

Date: 04/20/10

By: /S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
Attorney for GMAC Mortgage, LLC
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Yeager/Garry L. & Christine A.

Debtor(s)
_____ /

Chapter 13
07-30483-DOF
Judge Opperman

**ORDER GRANTING RELIEF FROM AUTOMATIC STAY & WAIVING THE
PROVISIONS OF F.R.B.P.4001(a)(3) AS TO GMAC MORTGAGE
CORPORATION N/K/A GMAC MORTGAGE LLC.**

This matter having come before this Court on the Motion of GMAC Mortgage Corporation N/K/A GMAC Mortgage LLC., ("Creditor"), by and through its attorneys, Schneiderman & Sherman, P.C., for relief from the Automatic Stay; all parties to said Motion having been served with a copy of Creditor's Motion and proposed Order:

IT IS HEREBY ORDERED that the Automatic Stay is modified to allow Creditor, its successors or assigns to foreclose on the property known as 5384 Ameno Lane, Swartz Creek, MI 48473, for the reasons set forth in Creditor's Motion; that Creditor is permitted to dispose of the property in accordance with the terms of its note and security agreement and in accordance with federal and state law; that F.R.B.P.4001(a)(3), is waived; that this Order shall be served on the Chapter 13 Trustee and all others with an interest in the subject property. This order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Bankruptcy Code.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Yeager/Garry L. & Christine A.

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_____ /

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NOTICE OF MOTION

GMAC Mortgage Corporation N/K/A GMAC Mortgage LLC., by and through its attorneys, filed papers with the Court to obtain relief from the Automatic Stay.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the Court to grant the relief requested, or if you want the Court to consider your views on the motion, within fourteen (14) days after service, you or your attorney must file and serve a response which complies with F.R. Civ. P. 8 (b) (c) and (e) and that if such a response is not timely filed and served, the Court may grant the motion without a hearing in a form consistent with the form notice available from the clerk:

1. File with the Court a written response or an answer, explaining your position at:

U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
226 W. SECOND ST.
FLINT, MI 48502

If you mail your response to the Court for filing, you must mail it early enough so the Court will receive it on or before the date stated above;

You must also mail a copy to:

SCHNEIDERMAN & SHERMAN, P.C.
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335

Carl Bekofske
510 West Court Street
Flint, MI 48503

Marion J. Mack
211 West Fort Street
Suite 700
Detroit, MI 48226

2. If a response or an answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing;

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion or objection, and may enter an order granting that relief.

SCHNEIDERMAN & SHERMAN, P.C.

Date: 04/20/10

By: /S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
Attorney for GMAC Mortgage, LLC
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Yeager/Garry L. & Christine A.

Chapter 13
07-30483-DOF
Judge Opperman

STATE OF MICHIGAN
COUNTY OF OAKLAND

PROOF OF SERVICE

I hereby certify that on the 20th day of April, 2010, I electronically filed the foregoing Motion for Relief from Stay, Notice of Motion, and Proposed Order with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

Carl Bekofske
510 West Court Street
Flint, MI 48503

Darryl J. Chimko
PO Box 70368
Rochester, MI 48307

And I hereby certify that I have mailed by United States Postal Service the Motion for Relief from Stay, Notice of Motion, and Proposed Order to the following non-ECF participants:

GENESEE COUNTY TREASURER
1101 Beach St.
Rm. 144
Flint, MI 48502

Yeager/Garry L. & Christine
5384 Ameno Lane
Swartz Creek, MI 48473

Execution on: 04/20/10

/S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
23938 Research Drive Suite 300
Farmington Hills, Mi 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Yeager/Garry L. & Christine

Debtor(s)
_____ /

Chapter 13
07-30483-DOF
Judge Opperman

STATEMENT OF CONCURRENCE SOUGHT

Brett A. Border, Esq. hereby states:

My office contacted Debtor's counsel via e-mail to attempt to obtain concurrence to this Motion for Relief from Automatic Stay on April 19, 2010. Concurrence was not given.

SCHNEIDERMAN & SHERMAN, P.C.

By: /S/ Brett A. Border
Brett A. Border (P65534)
Bborder@sspclegal.com
Attorney for GMAC Mortgage LLC
23938 Research Dr., Suite 300
Farmington Hills, MI 48335
248-539-7400

Instr: 200601310008855 01/31/2006
P: 1 of 1 F: \$14.00 8:51 PM
Malvin Phillip McCree T200608083056
Genesee County Register ENW

CORPORATION ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., assignee of mortgagee, hereby grants, assigns and transfers to GMAC MORTGAGE CORPORATION, c/o 500 Enterprise Rd., Horsham, PA 19044-0969, all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage dated May 11, 2001 and recorded May 29, 2001, in Document No. 200105290082752, Genesee County Records, executed by GARRY L. YEAGER, a married man and CHRISTINE YEAGER, his wife, to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for lender and lender's successors and assigns.

LEGALLY DESCRIBED AS FOLLOWS: TOWNSHIP of MUNDY, ~~Genesee~~ ^{County} of ~~Genesee~~ ^{Genesee}

LOT(S) 108 OF FLORIA VILLAGE NO. 3, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGES 15-16, GENESEE COUNTY RECORDS.

(A/K/A 5384 AMENO LANE, SWARTZ CREEK, MI 48473) Tax ID 15-04-554-064

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

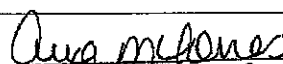
Mortgage Electronic Registration
Systems, Inc

Dated: 1/17/06

By: 
Its: Dave Cunningham, Assistant Secretary

STATE OF Pennsylvania)
COUNTY OF Montgomery) ss

The foregoing instrument was acknowledged before me this 17th day of January, 2006, by Dave Cunningham, its Assistant Secretary of Mortgage Electronic Registration Systems, Inc.


Aixa M. Torres Notary Public
Montgomery County,
My Commission Expires: 4/30/06
Acting in Montgomery County

Drafted by and when recorded return
to: Peter Schneiderman
PETER M. SCHNEIDERMAN &
ASSOCIATES, P.C.
23100 Providence Dr., Suite 450
Southfield, MI 48075
GMAC #0652496088

NOTARIAL SEAL
AIXA M. TORRES, Notary Public
Hatboro Boro, Montgomery County
My Commission Expires April 30, 2006

R37203F Parks Title

Parks Title Return to
916 S Main St Suite 100
Royal Oak, MI 48067
1400

RECORDED
P:1 of 16 F:\$39.00 10:47AM
Melvin Phillip McGraw T28818818827
Genesee County Register MLCMAC MTG

16

MORTGAGE

Return To:
GMAC Mortgage Corporation DBA ditech.com

312 3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

MIN 100037506524960888

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 05/11/2001, together with all Riders to this document.

(B) "Borrower" is Garry L. Yeager, A Married Man, and Christine Yeager, his wife

Borrower's address is 5384 Ameno Lane, Swartz Creek, MI 48473

000652496088

Borrower is the mortgagor under this Security Instrument.

MICHIGAN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

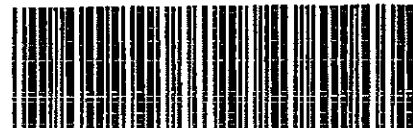
Form 3023 1/01

VMP -SA(MI) (0005)

Page 1 of 15

Initials: *gy*

VMP MORTGAGE FORMS - 1800/521 7291



DOC-MTG

16/14

Instr: 200105280062762 05/28/2001
Pg 2 of 18 F: 039 00 10:47AM
Melvin Phillip McGee T20010018027
Genesee County Register MLG/MAC NTG

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888)679-MERS.

(D) "Lender" is GMAC Mortgage Corporation DBA ditech.com

Lender is a Residential Mortgage Lender

organized and existing under the laws of Commonwealth of Pennsylvania

Lender's address is 3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

(E) "Note" means the promissory note signed by Borrower and dated 05/11/2001

The Note states that Borrower owes Lender One Hundred Twenty Thousand

Dollars

(U.S. \$120,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2031

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

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12410-6A(MI) 100051

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Initials: *MM*
CF

Form 3023 1/01

Instr: 20010526052752 05/29/2001
P: 3 of 16 F: \$30.00 10:47AM
Halvin Phillip McCree T20010516827
Genesee County Register ALG/MAC MTG

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Genesee :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 15-04-554-050. Legal description attached hereto and made a part hereof as Exhibit "A".

Parcel ID Number: 15-04-554-050
5384 Ameno Lane
Swartz Creek
("Property Address"):

which currently has the address of

[Street]
[City], Michigan 48473- [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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U.S. 6A(MI) (2005)

Page 3 of 15

Initials: *af*

Form 3023 1/01



Instr: 200106290052752 06/29/2001
P. 14 of 16 F: 325.00 10:47AM
Melvin Phillip McGee T20010616027
Genesee County Register PLGMAC MTG

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Kenneth B. Palmer
Kenneth B. Palmer

Garry L. Yeager (Seal)
Garry L. Yeager -Borrower

Feresa M. Robinson
Feresa M. Robinson

Christine Yeager (Seal)
Christine Yeager -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

000652496088

EMP-6A(MI) (0005)

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Form 3023 1/01

Instr: 2001062496088 05/29/2001
P: 15 of 18 F: 538 00 - 10:47AM
Malvin Phillip McGree T2001062496088
Genesee County Register ALG/MAC NTG

STATE OF MICHIGAN,

Genesee

County ss:

The foregoing instrument was acknowledged before me this *5-12-01*
by *Garry L Yeager + Christine Yeager*

My Commission Expires: *1-10-04*

[Signature]
Notary Public,

County, Michigan

This instrument was prepared by
Abbie Pangilinan
*3200 Park Center Ave.
Suite 150
Costa Mesa CA 92626*

TERESA M. ROBINETT
Notary Public, Genesee County, Michigan
My Commission Expires Jan. 10, 2004

000652496088

EXP-BA(MI) (0005)

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Initials: *gy*

Form 3023 1/01

ORDER #: 2333560



Instr: 298195280392752 05/28/2001
P: 16 of 16 F: \$39.00 10:47AM
Malvin Phillip McCree T20010018027
Genesee County Register RL6HAC HTG

EXHIBIT A

ALL THAT PARCEL OF LAND IN TOWNSHIP OF MUNDY, GENESEE COUNTY, STATE OF MICHIGAN, AS MORE FULLY DESCRIBED IN DEED LIBER 4548, PAGE 504, ID# 15-04-554-064, BEING KNOWN AND DESIGNATED AS LOT 108 OF FLORIA VILLAGE NO. 3, ACCORDING TO THE RECORDED PLAT THEREOF AS RECORDED IN PLAT BOOK 48, PAGES 15-16, GENESEE COUNTY RECORDS.

BY FEE SIMPLE DEED FROM MARIAN HENZAREK, A WOMAN AS SET FORTH IN LIBER 4548 PAGE 504, DATED 08/09/2000 AND RECORDED 08/14/2000, GENESEE COUNTY RECORDS, STATE OF MICHIGAN.